



CSX RAIL TRANSPORT
Law Department

500 Water Street
Speed Code J-150
Jacksonville, FL 32202
(904) 359-3100
Writer's direct telephone line:
(904) 359-3673

December 7, 1989

RECORDATION NO. 7558-1
FILED 1425

DEC 13 1989 - 11 55 AM

INTERSTATE COMMERCE COMMISSION

9-347A002

Secretary
Interstate Commerce Commission
12th & Constitution, NW
Washington, DC 20423

Dear Secretary:

I have enclosed four counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Instrument of Satisfaction and Release dated as of December 1, 1989, a secondary document. The primary document to which this release is connected is recorded under Recordation No. 7558.

The names and addresses of the parties to the release are as follows:

Mercantile-Safe Deposit
and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21201

CSX Transportation, Inc.
(formerly Seaboard Coast Line
Railroad Company)
500 Water Street
Jacksonville, Florida 32202

Secretary
Interstate Commerce Commission
December 7, 1989
Page 2

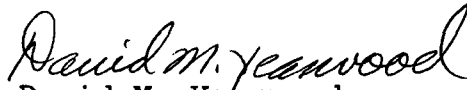
A fee check in the amount of \$15 is also enclosed.
Please return all counterparts not required by the Commission for
recording to:

Mr. David M. Yearwood
Senior Counsel
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

A short summary of the document to appear in the index
follows:

General release.

Very truly yours,


David M. Yearwood
Senior Counsel

DMY/cra

W/Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

12/15/89

OFFICE OF THE SECRETARY

David M. Yearwood
Senior Counsel
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/13/89 at 11:55am and assigned recordation number(s). 7558-*I*

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

RECORDATION NO

FILED 1425

Counterpart No. 3
Of 4 Counterparts

DEC 13 1989 -11 55 AM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of December 1, 1989 by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent") and CSX TRANSPORTATION, INC., a Virginia corporation (the "Railroad") (formerly Seaboard Coast Line Railroad Company).

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of June 1, 1974 (the "Conditional Sale Agreement") by and among Pullman Incorporated (Pullman-Standard division) and Greenville Steel Car Company (the "Vendors") and the Railroad, the Vendors agreed to sell and deliver to the Railroad, on the terms and conditions therein set forth, the equipment described in Schedule B thereto (the "Equipment");

WHEREAS, by an Agreement and Assignment, dated as of June 1, 1974 (the "Assignment"), among the Vendors and the Agent, the Vendors sold, assigned, transferred and set over to the Agent, its successors and assigns, all their respective rights, titles and interests in and to the Equipment and the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission on July 2, 1974 and assigned Recordation No. 7558;

WHEREAS, Article 6 of the Conditional Sale Agreement provides that when the Railroad has paid the full indebtedness in respect of the Purchase Price of the Equipment, together

with interest, and performed all the Railroad's obligations under the Conditional Sale Agreement, title to the Equipment shall pass to and vest in the Railroad, and the Railroad will be entitled to receive, upon request, an instrument whereby the Agent transfers its title to the Equipment to the Railroad free of all liens, security interests and other encumbrances; and

WHEREAS, the Railroad has made all payments and satisfied all of the covenants, conditions and obligations of the Conditional Sale Agreement and is therefore entitled to receive an instrument evidencing such transfer.

NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars (\$10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Agent does hereby (1) acknowledge satisfaction of all payments, covenants, conditions and obligations required of the Railroad under the Conditional Sale Agreement and (2) transfers all its right, title and interest in and to the Equipment to the Railroad, including any additions or replacements thereof, free of all liens, security interests and other encumbrances created or retained by it pursuant to the Conditional Sale Agreement and Assignment.

The Railroad does hereby release and discharge the Agent from any and all liability arising under the Conditional Sale Agreement and Assignment.

This instrument shall be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Agent and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

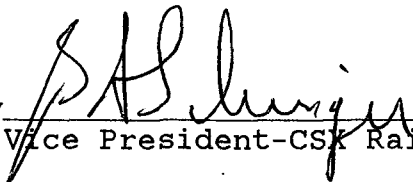
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By 
Vice President

ATTEST:


ASSISTANT CORPORATE TRUST OFFICER

CSX TRANSPORTATION, INC.

By 
Vice President-CSX Rail Transport

ATTEST:


Assistant Secretary

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 1st day of December, 1989, before me personally appeared R. E. Schreiber, to me personally known, who being by me duly sworn, says that he is a Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Gubush
Notary Public

My Commission expires: July 1, 1990

NOTARIAL SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 31 day of October, 1989, before me personally appeared B. A. Schwinger, to me personally known, who, being by me duly sworn, says that he is a Vice President-CSX Rail Transport of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cathy L. Hudson

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Jan. 26, 1992
Bonded thru Patterson - Becht Agency

My Commission expires Jan. 26, 1992

NOTARIAL SEAL